



**Montana Fish,
Wildlife & Parks**

1420 East Sixth Avenue
Helena, MT 59620

SPECIAL USE PERMIT
Secs. 23-1-106, 87-1-303 MCA
ARM 12.8.205 Rev. 9/00

Subject to the provisions of the law and the conditions listed below, permission is granted to the person named below to use lands under control of the department for the recreational event indicated.

NAME OF PERMITTEE	PARK
STREET OR ROUTE	
CITY, STATE, ZIP CODE	PHONE
DESCRIPTION (EXACT LIMITS OF AREA TO BE USED)	
AUTHORIZED EVENT (DESCRIBE IN DETAIL THE EVENT PERMITTED TO TAKE PLACE)	
ITEMS OR STRUCTURES TO BE ERECTED OR PLACED ON DEPARTMENT LANDS	
STARTING DATE AND TIME	ENDING DATE AND TIME
CLEANING DEPOSIT (\$)	DEPOSIT TO BE PAID PRIOR TO (DATE)
PERMIT FEE (\$)	FEE TO BE PAID PRIOR TO (DATE)

FISH, WILDLIFE & PARKS
FOR THE DIRECTOR

DATE SIGNED

BY DEPARTMENT REPRESENTATIVE

DATE SIGNED

PERMITTEE

DATE SIGNED

PERMITTEE

1st ply – Park 2nd ply- Helena Office 3rd ply – Regional Office 4th ply - Permittee

This Permit is subject to the following conditions and requirements:

1. The Department may terminate or modify the conditions of this Permit by giving verbal notice to the Permittee at any time.
2. All applicable laws and administrative rules must be followed by the Permittee and participants in the recreational event.
3. Neither this Permit nor any right or duty in whole or in part by the Permittee under this Permit may be assigned, delegated or subcontracted without the written consent of the Department.
4. Only items listed above and agreed to by the Department may be placed in the use area.
5. If the planned event cannot be held on the above-listed dates, this Permit and condition will govern the alternate date of _____ 20____, to 20____.
6. Except as it may unreasonably interfere with the event, the area described in this Permit will remain open for use by the public.
7. The Department agrees that the Permittee shall have sole control of the method, hours worked, and the manner of performance under the Permit other than as specifically provided herein. The Department reserves the right to inspect the premises for the purpose of insuring that performance is progressing or has been completed in compliance with the Permit. The Department takes no responsibility for supervision or direction of the performance of the Permittee or the Permittee's employees or agents. The Department will exercise no control over the selection and dismissal of the Permittee's employees or agents.
8. All waste and debris resulting from this event shall be disposed of by the Permittee as directed by the Department. The permitted area shall be maintained in a clean, neat condition for the duration of the event.
9. No cutting or trimming of trees shall be done nor fires(s) started without Department approval.
10. The Permittee shall inspect the area described by this Permit before the event and shall remove, eliminate or correct any unsafe or dangerous condition or hazard. The Permittee shall maintain the permit area in a safe condition for the duration of the event.
11. The Permittee shall indemnify the Department and its employees against all claims, damages, costs, and expenses including reasonable attorney's fees arising either from the management of the event or from any breach or default on the part of the Permittee in the performance of the agreement, or from any negligence of the Permittee in the event.

If required, the Permittee shall purchase liability insurance (amounts may vary) to be effective the dates of the event and naming both the Department and its employees and the Permittee as insured in the amount of \$300,000.00 single limit per occurrence, including coverage of \$300,000 for bodily injury, including death, and \$25,000 property damage so the Department and its employees will be protected from any liability arising out of conducting the event by the Permittee. The Permittee will furnish the Department with a copy of the insurance policy or certificate of insurance thirty days prior to the event. This permit is conditioned upon the Department's approval of the insurance policy, if required. The Permittee will immediately notify the Department both verbally and in writing of any action by the Permittee to cancel the insurance policy.

12. The Permittee shall take reasonable actions under a plan approved by the Department representative to direct and supervise the parking of participants' and spectators' motor vehicles in order to prevent traffic problems. The Permittee shall post observers at the points where the event crosses a road.
13. The Permittee will not discriminate against any employee, participant, or applicant for employment to the event because of age, race, color, sex, religion, handicap, physical condition, developmental disability, or national origin.
14. The Permittee will furnish the Department with financial statements and such other operating reports concerning the event in such detail as the Department may require. These reports and statements shall be submitted to the Department within 30 days of completion of the event.
15. This Permit, together with any referenced parts and attachments, shall constitute the entire permit and previous communications or permits pertaining to this permit are hereby superseded. Any contractual revisions including cost adjustments and time extensions must be made by an amendment to this Permit or other written documentation, signed by both parties at least 30 days prior to the ending date of this permit.
16. Additional conditions specifically concerning this Permit will be in effect if numbered and attached. Each such condition will be initialed by the Permittee and the Department representative.

DEPOSIT INFORMATION:

Deposit returned: \$ _____ Date: _____, 20____.

Deposit retained: \$ _____ Why? _____.

Department Representative